



**Burlington International Airport  
South Burlington, Vermont**

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**REQUEST FOR PROPOSAL  
("RFP")**

**For**

**Request for Proposals for Exclusive Janitorial Contract**

**Pre-Proposal Meeting and Site Visit: September 13, 2016 1:00pm**

**Proposals Due: October 3, 2016 1:00pm**

# **Request for Proposals for Exclusive Janitorial Contract**

**Date: August 26, 2016**

**TO: Open Invitation**

**FROM: Burlington International Airport**

**RE: EXCLUSIVE JANITORIAL CONTRACT REQUEST FOR PROPOSALS (RFP)**

## **1.0 Introduction**

The Burlington International Airport ("BTV" or the "Airport") is requesting proposals from all qualified respondents interested in providing exclusive janitorial services to BTV providing such services for a fee. Proposals will be due Monday, October 3, 2016 in accordance with proposal procedures and requirements outlined below.

## **2.0 Background**

BTV is a municipal department of the City of Burlington, Vermont. BTV serves over 1.2 million users annually including passengers, employees and visitors. The Airport serves as the main gateway to the State of Vermont, and the terminal facilities reflect the unique character and charm of the state. BTV has visitors from virtually every state and country including a strong French Canadian passenger base of approximately 5 - 20%. The heavily populated area of the French speaking province of Quebec, Canada, including the City of Montreal, is less than a 2 hour drive from the Airport and it is a goal of BTV to ensure that our French speaking visitors feel as welcome as possible.

Currently, BTV is comprised of a main terminal of approximately 190,000 square feet including five (5) gates with passenger loading bridges and security screening in the North Concourse, and five (5) gates with passenger loading bridges and security screening in the South Concourse. The main entrance to BTV includes ticket counters, car rental counters, and a baggage claim area, and in addition, the Airport has a multilevel parking garage with 2,300 public parking spaces connected to the terminals via two skywalks. JetBlue, United Airlines, Delta Air Lines, American Airlines, and Allegiant Air currently operate from BTV and provide direct service to 11 cities. In addition, during winter months, service to and from Billy Bishop Toronto City Airport is provided by Porter Airlines.

BTV also houses a Greyhound Bus terminal from which service is provided to Montreal and Boston, and seven (7) on site national brand car rental agencies, currently including Avis Rent-A-Car, Budget Rent-A-Car, National Rent-A-Car, Alamo Rent-A-Car, Enterprise Rent-A-Car, Hertz Rent-A-Car, and Dollar Rent-A-Car. The Federal Aviation Administration (FAA) classifies BTV as a small hub airport. The airlines operate approximately 30 daily scheduled departures. In 2015, there were approximately 1.2 million passengers at BTV, a number that is projected to increase at an average annual rate of 1.5% through 2020.

*Note: These are projections only. BTV does not guarantee their accuracy.*

### **3.0 Purpose**

The City of Burlington, acting by and through its Board of Airport Commissioners and its City Council (hereinafter referred to as the "City"), hereby requests proposals ("RFP") from all interested and qualified proponents desiring to establish and operate an on-Airport Janitorial concession at Burlington International Airport (hereinafter referred to as the "Airport"). It is the intent of the City to execute a concession contract with the proponent offering the most extensive and complete level of service to the Airport at the most competitive price. This concession contract will apply for the period beginning January 1, 2017 and terminating December 31, 2019 (the "contract period") in response to this Request for Proposal; that is, one (1) separate contractor will be selected to provide such janitorial services at the Airport, effective on or after January 1, 2017.

The City currently has an agreement for janitorial services with Global Industrial Services, Inc.

### **4.0 Submission of Proposal**

Proposals must be prepared, in duplicate, in the manner and detail specified in this RFP, signed by an authorized official, enclosed in a sealed envelope or package, identified as follows, and mailed or delivered so as to be received by the Director of Aviation, Burlington International Airport, not later than 1:00 p.m. (EST) September 26, 2016:

Proposal for Janitorial Services Concession	TO:	Director of Aviation Burlington International Airport Airport Drive, Box I So. Burlington, VT 05403
	FROM:	

Telegraphic proposals will not be considered. No responsibility will attach for premature opening of proposals not properly labeled.

All proposals will be opened and publicly read in the Office of the Director of Aviation, Burlington International Airport, at approximately 1:00 p.m. (EST), October 3, 2016.

Proposals may be withdrawn at any time prior to the time set for the receipt of proposals, provided notice of withdrawal is in writing and received by the Director of Aviation prior to 10:00 a.m.

(EST), Friday, October 3, 2016. Negligence on the part of a proponent in preparing its proposal confers no right of withdrawal or modification of its proposal after the time for receipt of proposals. No proponent may withdraw its proposal for a period of sixty (60) days after the date for opening thereof.

Copies of this RFP's may be obtained from the Office of the Director of Aviation, Burlington International Airport or copies of this RFP may be obtained by telephoning at (802) 863-2874. The City reserves the right to reject any and all bid proposals or to accept any bid proposals deemed advantageous to it.

Proposals or modifications thereto received pursuant to this RFP subsequent to the above date and time will be returned to the proponent unopened. Submission of a proposal shall constitute a valid offer, which may be accepted by the City for a period of sixty (60) days following the due date for submission of proposals. A proposal guarantee (bid bond) in the sum of Ten Thousand Dollars (\$10,000.00) must be submitted with each proposal to guarantee execution of a contract on the basis of the final offer submitted. In the event that the contractor (selected proponent) fails to execute a contract offered by the City on the basis of such proposal, the said proponent's proposal guarantee will be forfeited to the City as liquidated damages. The proposal guarantee, at the option of each proponent, may be in the form of a certified check, cashier's check, or money order made payable to the City of Burlington - Burlington International Airport, or in the form of a bid bond, executed by the proponent and a surety meeting the qualifications set forth in Article III herein.

It is essential that the information and requirements of this RFP be studied carefully and be adhered to by proponent in the preparation and submission of proposals.

The proposal guarantee, if other than a bond, will be returned to the unsuccessful proponent immediately following execution of the contract by the City and the respective selected proponent. The proposal guarantee deposit submitted by the selected proponent will not be released until the contract performance bond is received by the City. The selected proponent will be required to provide a performance bond or irrevocable Letter of Credit in an amount equal to fifty percent (50%) of the proponent's proposed annual compensation within thirty (30) calendar days following receipt of the contract. The performance bond guarantees performance of the contract by the selected proponent and shall be subject to claim by the City in the event of default by the selected proponent to fully perform the contract.

## **5.0 Insurance and Indemnification**

1. The Contractor must provide the City with Certificates of Insurance in the following types and amounts:

- a. Workers Compensation (per statute) and Employers Liability with policy limits of \$500,000 each Accident, \$500,000 Each Disease/each employee, \$500,000 Each Disease/policy limit.
- b. Comprehensive General Liability with policy limits or \$1,000,000 each event and a \$2,000,000 annual aggregate.
- c. Auto Liability Insurance with limits of \$1,000,000 combined single limit (to include owned and non-owned auto's)
- d. Business Services Bond: Contractor's employees must be bonded for a minimum of One Hundred Thousand Dollars (\$100,000.00) against theft of property belonging to the City, Airport or any concessionaire or tenant.
- e. Umbrella Liability limits of 1,000,000 each event/ \$1,000,000 annual aggregate

2. Contractor further agrees that with respect to the above-required insurances, the City of Burlington shall:

- a. Be named as additional insured on a primary non-contributory basis as its interest may appear on all liability policies with an exception of workers' compensation, however, City shall have no liability for any premiums charged for such coverage, and the inclusion of City as an additional insured is not intended to and shall not, make the City a partner of joint venture with Contractor in its operations at the Airport.
- b. Be provided with a waiver of subrogation for workers' compensation
- c. Be provided by Contractor with a thirty (30) day advance notice, in writing, of cancellation of material change.
- d. Be provided with Certificates of Insurance evidencing the above-required insurances, prior to the commencement of this Agreement and every year thereafter. Said notices and certificates of insurance shall be provided to the Director of Aviation. The City shall have the right to examine the required insurance policies upon reasonable notice to Contractor.

3. If the City determines that it is desirable for Contractor to maintain insurance with coverage limits higher than the foregoing limits, within thirty (30) days after the City's request therefore, Contractor shall procure and maintain insurance policies whose limits are not less than those required by the City; provided, however that such determination by the City shall not be unreasonable, and made in good faith.

4. Contractor covenants and agrees to indemnify and hold harmless the Board of Airport Commissioners of the City of Burlington, its members, officers, agents and employees, their successors and assigns, and the City of Burlington, its officers, agents and employees, their successors and assigns, individually or collectively, from and against all liability for any fines, claims, suits, liens, demands, actions or causes of action of any kind and nature for personal injury, death or property loss or damage in any way arising out of or resulting from any activity or operation of Contractor (and/or its officers, agents, employees, subcontractors, successors and assigns) on the Airport and not resulting from the willful or negligent act or omission of the City, its officers, agents or employees and the Contractor further agrees to pay all expenses in defending against any such claims made against City.

## **6.0 Sureties on Bonds**

The surety upon the required performance bond or proposal guarantee bond shall be a corporate surety duly authorized to do business in the State of Vermont. The agent or attorney executing the bond for the bonding company will attach to the bond his power of attorney or other appropriate proof of authority to execute the bonds.

## **7.0 Scope of Proposed Operation**

- A. The Contractor (selected respondent) shall be required to provide all labor, equipment, supplies, supervision, tools, and materials for the furnishing of Janitorial services for the Airport's Terminal Building consisting of the lobby, baggage claim area, mezzanine, two second level skywalks to parking structure, the North Concourse including all passenger waiting areas and screening area, the South Concourse area including screening and waiting area, stairs and towers, administrative offices, public and employee restrooms, elevators and escalators in the terminal and parking structure, National Weather Service offices and work area, Airline Ticket Counters and office/backroom areas, Transportation Security Agency offices and work areas in the terminal building including checkpoints, in the areas located in 1252 Airport Drive adjacent to the terminal building, in the Airport Maintenance and U.S. Customs facilities located at the south end of the airport, and the restroom of the current car washing facility as well as the premises of any replacement car wash facility that may be placed on the Airport during the duration of this contract, and those areas more specifically outlined in the attachments hereof, attached hereto and made a part hereof. Work must be performed in the most professional manner with the highest standard of workmanship and in accordance with the conditions to be set forth in the contract. The Airport will expect that the employees engaged by contractor to perform janitorial services at the Airport will do so in a manner that is pleasant to and respectful of the Airport's employees, the employees of other Airport concessionaires and contractors and the general public utilizing the Airport. It will also expect that employees chosen to work under the contract at the Airport will be chosen on the basis of equal opportunity and the absence of any form of impermissible discrimination based upon protected characteristics. The Contractor (respondent) will provide that the Airport shall have the right to terminate the contract if these requirements are not met. Contractor (respondents) shall also be familiar with the City's Livable Wage Ordinance and compliance will be expected with all requirements thereof.

## **8.0 Scope of Proposal to be submitted**

Each Contractor (respondent) responding to this RFP shall provide a comprehensive expression of the manner in which it will establish and operate the concession, designed to completely accommodate the requirements of the Airport.

The precise format and content of the proposal is left to the discretion of each Contractor (respondent). In order, however, to assure uniformity in the submissions, each proposal should, at a minimum, provide the following information in the order listed below:

- A. The name and address of the proponent and its state of incorporation, if a corporate entity.
- B. The full name, address and title of each officer of the proponent. If the proponent is a corporate entity, the names and addresses of all members of the corporation's Board of Directors shall also be furnished.
- C. Complete and detailed financial statements showing the proponent's assets, liabilities, capital and operating results for the two (2) latest fiscal years.
- D. The names and records of experience of the proposed general manager and principal assistants, and other key personnel and their experience in detail.
- E. The name, location and date of any of the Contractor's (respondent's) contracts that have been terminated while the Contractor (respondent) was in default of said contract within the past five (5) years.

- F. A statement of projected numbers of employees by type of position to be used in the proposed concession operation.
- G. A schedule of payments to be offered by the City in return for the right to provide exclusive janitorial services at the Airport as above set forth.

Each Contractor (respondent) may furnish any additional data, exhibits, statements, and drawings, which the proponent believes, will help ensure total understanding and evaluation of its proposal by City.

It is not the intent of this RFP to prohibit or discourage any prospective Contractor (respondent) from submitting a proposal which is based upon its trade experience as to the scope of business operation to be undertaken and as to the manner in which such operation is to be conducted. All Contractor (respondent) are advised, however, that any major deviation from the specifications of this RFP may not be accepted. Further, the City reserves the right to reject any offer which does not provide that the Contractor (respondent) will agree to changes in its contemplated manner of operation if the City deems such action reasonably necessary. Proposals that do not contain the information requested in this Article may be rejected without further consideration.

## **9.0 Evaluation Process**

A team of reviewers will rate qualified and responsive proposals. The review team will recommend finalists for final review and a preliminary selection of a firm will be awarded by Monday, October 24, 2016.

The project award will be made to either the best concession proposal or the lowest responsive AND qualified proposer for the services requested. Respondents not selected will be notified in writing of the selection outcome. BTV will execute a concession, lease, or contract agreement between the selected Respondent, subject to BTV's Board of Airport Commissioners', the Burlington Board of Finance, and the Burlington City Council's ultimate approval.

## **10.0 Preliminary RFP Schedule**

BTV reserves the right to modify the schedule as BTV, in its sole discretion, may determine necessary.

### **PRELIMINARY SCHEDULE**

<b>Milestone</b>	<b>Scheduled Date</b>
RFP Issued	8/26/2016
Written Question Deadline	9/6/2016    End of Day
Pre-Bid Meeting	9/13/2016    1:00 p.m.
RFP Submittal Deadline	10/3/2016    1:00 p.m.
Preliminary Selection	10/31/2016

## **11.0 Submittal Information and Proposal Requirements**

Submit two paper copies and one electronic copy of the proposal responding to the RFP. Proposals are due in the administration office of the Burlington International Airport no later than 1:00 p.m. on, Monday, September 26, 2016. Proposals are to be marked "Burlington International Airport Exclusive Janitorial Concession RFP". Proposals submitted after the deadline date and time may not be accepted. Submittal address:

**Gene Richards, Director of Aviation**  
**Burlington International Airport**  
**1200 Airport Drive, #1**  
**South Burlington, VT 05403**  
[grichards@btv.aero](mailto:grichards@btv.aero)

## **12.0 Respondent Communications with BTV**

Any questions regarding the submittal process and/or the technical aspects of the project may be made via e-mail to Shelby Losier at [slosier@btv.aero](mailto:slosier@btv.aero). Only e-mail communications will be accepted. Questions and requests for clarification should be received no later than seven (7) days in advance of the pre-bid meeting in order to expedite the proceedings. Burlington International Airport's responses to questions received by this due date may be distributed at the pre-bid meeting and posted on the Burlington International Airport's website at [www.btv.aero](http://www.btv.aero). The Airport shall be under no obligation to respond to questions or requests for clarification submitted after the deadline referenced above. No electronic submissions will accepted, and any submission received after the deadline will be returned unopened.

## **13.0 Pre-Bid Meeting**

A pre-bid meeting will be held at the Burlington International Airport, Conference Room #3, 1200 Airport Drive, South Burlington, Vermont, 05403 at 1:00 p.m., on Tuesday, September 13, 2016. Escorted site tours will be offered immediately following the meeting.

## **14.0 Proposal Format and Requirements**

The proposal shall include the qualifications and components requested below. Information should be complete and demonstrate that the Respondent can perform the requested services. Proposals should not exceed 20 single-sided pages or 10 double-sided pages. Proposals shall contain the following:

### **A. Introduction**

Prepare a brief introduction including a general demonstration of understanding of the scope and complexity of the required work.

### **B. Personnel**

Identify individuals and list qualifications of key personnel who would be assigned to this project. Detail experience in work related to the proposed assignment. Specify the Project Manager who will serve as a contact person.



C. Experience

Provide company contact information, how long you have been in business, and what services you provide. Identify and briefly describe related work completed in the last three years. Describe only work related to the proposed effort and include any examples of similar local projects. Include evidence of satisfactory and timely completion of similar work performed for past projects.

D. Pricing and Budget

Based on the preliminary scope of work, and depending on the proposal, provide either the terms of a concession agreement or lease amount to be paid to the Airport for the opportunity to provide the requested service or alternatively, provide a breakdown of the estimated cost of this project including expenditures for services, production, communication with client and any other costs. Provide specifics as to definitions of routine versus non-routine tasks, what is fixed as opposed to variable, and how costs are adjusted according to that classification. Costs and fees and concession and rent amounts may be negotiated with the finalist(s). Also include an inventory of the types of products, if any, are to be used to meet the needs of the Airport expressed in the RFP.

E. Insurance

Respondents must agree to procure and maintain the necessary insurances as noted below.

F. Client References

Provide a minimum of three client references with contact names and phone numbers for which you have provided similar services as proposed herein.

G. Appendix (Note: not counted in overall page count)

An appendix with full resumes of Respondents is allowed. The appendix material may or may not be considered as part of the selection process.

H. Litigation Disclosure

Provide a statement that your company is not involved in any litigation with BTV or the City of Burlington, its elected or appointed officials or employees. If you are or have been involved in litigation with another airport where you have done business this should also be disclosed.

I. Affidavit of Good Standing

Provide an Affidavit of Good Standing, indicating that you have not been debarred from work, in default or arrearage under any previous or existing contract(s) with the Burlington International Airport, City of Burlington, any Federal Agency, and/or the State of Vermont.

## 15.0 Evaluation Criteria

Proposals will be ranked based upon the merits of the written proposal and the qualifications and experience of the Respondent's team. Each reviewer will award a score based on a 100 point total as follows:

A. Responsiveness (20 points)

BTV will consider the materials submitted by Respondent to determine whether they are responsive to the RFP.

B. Experience (30 points)

BTV will consider the experience of Respondent. Preference will be given to those that have demonstrated ability to provide traveler information services in an efficient, professional, and cost effective manner consistent with the City of Burlington and BTV's values.

C. Price (30 points)

BTV will consider the price for the content and services being offered by the Respondent,

D. Responsibility (20 points)

BTV will consider the materials submitted by Respondent, including references and other evidence it may obtain to determine Respondent's ability and history of successfully performing similar work, and the ability to accept and meet BTV's standard concession, lease, and/or contract terms and conditions depending on the proposal.

The selected Respondent will ultimately perform the duties as agreed upon in a final negotiated Scope of Work and Agreement. If BTV and the selected Respondent are unable to agree on terms and conditions, BTV may exercise its right to negotiate with others.

Respondents acknowledge through their participation in this RFP that their selection or rejection is not subject to protest or contest.

**16.0 Payment Information**

Payment to or by the City for the services will be done pursuant to a written agreement.

**17.0 Terms and Conditions**

All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the RFP process. No representation or warranty is made with respect thereto.

- A. Respondents to this RFP shall be responsible for the accuracy of the information they provide to BTV.
- B. BTV reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFP's, and to either substantially modify or terminate the RFP at any time prior to final execution of an agreement with a chosen Respondent.
- C. BTV shall not be responsible for any costs incurred by Respondent(s) in preparing, submitting, or presenting its response to the RFP or to the follow up interview process.
- D. Nothing contained herein shall require BTV to enter into exclusive negotiations and BTV reserves the right to amend, alter and revise its own criteria in the selection of a Respondent without notice.
- E. BTV reserves the right to request clarification of information submitted and to request additional information from any Respondent.
- F. BTV may not accept any submittal after the time and date specified herein.
- G. In the interest of a fair and equitable process, BTV retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process.
- H. If negotiations are not completed with the top ranked Respondent, negotiations may proceed with the next most qualified Respondent.
- I. Upon selection of a qualified Respondent through the RFP process, BTV shall enter into an Agreement for services (based on an approved scope of services and budget) with the selected

Respondent on terms and conditions acceptable to BTV. Until execution of an Agreement, BTV reserves the right to cease negotiations and to start the RFP process again.

- J. All submittals will become the property of BTV and will become public documents subject to public disclosure with limited exceptions. Qualifications submitted under the RFP process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.
- K. BTV encourages submittals from Respondents that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

## **18.0 Disclaimer**

This RFP does not commit BTV to pay any costs incurred by any proposer in the submission of a response. Respondents are responsible for all costs associated with responding to this RFP. BTV reserves the right to reject any or all responses at any time with no penalty, and to waive immaterial defects and minor irregularities in responses. All materials submitted in response to this RFP will become the property of BTV upon delivery. An addendum will be issued should it become necessary to revise any part of this RFP.

## **19.0 Limits of Liability**

BTV assumes no responsibility or liability for costs incurred by proposers in responding to the RFP, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a contract.

## **20.0 Acceptance & Rejection of Proposals**

BTV reserves the right to reject any and all proposals submitted in response to this RFP.

## **21.0 Appeal of an Aggrieved Proposer**

If a Respondent is aggrieved by the award of the contract, Respondent may appeal in writing to the Director of Aviation. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract. After the decision of the Director, if the proposer is unsatisfied they can appeal to the City of Burlington Board of Finance. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice of the Director's decision. The Board of Finance decision is final.

## **22.0 Statutory & Other Requirements**

This project may be funded with public funds and if so, will require compliance with all federal, state and local rules and regulations including, but not limited to:

### Civil Rights & Equal Employment Opportunity

Respondent shall not discriminate on the basis of race, color, national origin, sex, physical disability or veteran status in the award and performance of assisted contracts.

DBE Obligation.

Respondent agrees to assure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds.

Debarment/Suspension Certifications E.O. 12549.

Agency specific regulations (e.g., HUD grants, see 24 CFR 85.35 and Part 24; EPA grants, see 40 CFR Part 32).

Livable Wage Ordinance City of Burlington Code of Ordinances 21-80 et seq.

Requires payment of an annually adjusted "livable wage" to employees working on the project.

Lobbying. For any Agreement exceeding one hundred thousand dollars, the Respondent certifies by signing any agreement with the Airport that to the best of their knowledge and belief on behalf of their signature:

- (a) No Federal appropriated funds have been paid or will be paid by or to any person influencing or attempting to influence an officer or employee of a government agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, renewal, amendment or modification of any Federal Contract grant, loan or cooperative Agreement.
- (b) They will complete and submit, in accordance with its instructions, Standard Form-LLL "Disclosure Form to Report Lobbying", if any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of a government agency or a Member of Congress in connection with the Federal Agreement, grant loan, or cooperative Agreement.
- (c) They shall require that the language of this Certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub grants and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact, upon which reliance was placed when the Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into the Agreement, imposed by Section 1352, Title 31, U.S.C.

Section 1352 of Title 31, U.S.C., provides, in part, that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or employee of a Member of Congress, in the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.

Child support payments.

By signing any Agreement with the Airport, Respondent certifies, as of the date of signing the Agreement, that they are (a) not under an obligation to pay child support; or (b) is under such an obligation and is in good standing with respect to that obligation; or (c) has agreed to a payment plan

with the Vermont Office of Child Support Services and is in full compliance with that plan. If the Contractor is a sole proprietorship, the Contractor's statement applies only to the proprietor. If the Contractor is a partnership, the Contractor's statement applies to all general partners with a permanent residence in Vermont. If the Contractor is a corporation, this provision does not apply.

Tax requirements.

By signing any Agreement with the Airport, the Respondent certifies, as required by law under 32 VSA, Section 3113, that under the pains and penalties of perjury, he/she is in good standing with respect to payment, or in full compliance with a plan to pay, any and all taxes due the State of Vermont as of the date of signature on the Agreement.

Energy Conservation.

The Contractor shall recognize mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act P.L. 94-165.

Women in Trades Program Compliance guidelines.

## **23.0 Public Records Policy**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, Respondents should be aware that all materials associated with the procurement are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Respondents to merely state generally that the proposal is proprietary in nature and not subject to the release to third parties. Those particular pages or sections of their proposal which Respondent believes to be proprietary and of a trade secret nature must be specifically identified and must be separated from other sections or pages of their proposal and BTV will take said information into consideration if a public records request for the proposal is made. However, BTV cannot insure said information will not ultimately be subject to public disclosure.

## **24.0 Amendments to RFP**

It is Respondent's responsibility to review the Airport's web site, [www.btv.aero](http://www.btv.aero) and ascertain whether any amendments have been made prior to submission of a proposal. A Respondent who does not have access to the Internet, must notify BTV that Respondent wishes to receive copies of changes, amendments, or written responses to questions by mail. No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the RFP, and changes to the RFP — if any — shall be made in writing only.